

Organization Name - _____

RFP Contact and Address - _____

Telephone #: _____ Email: _____

Type of Application (i.e. RW Part A, MAI or both (specify)): _____

Check (X) One:

_____ New Funding

_____ Continuing Funding

REQUEST FOR PROPOSAL

PROJECT # 5089



RYAN WHITE PART A AND MINORITY AIDS INITIATIVE FUNDING

DEADLINE: 2:00 PM, DECEMBER 16, 2010



INVITATION

November 1, 2010

RYAN WHITE PART A AND MINORITY AIDS INITIATIVE FUNDING FOR FISCAL YEAR 2011		
RFP NUMBER	5089	
DUE DATE	2:00 PM	December 16, 2010

Dear Sir/Madam:

The City of Hartford (the City) invites responses for Ryan White Part A and Minority AIDS Initiative Funding for Fiscal Year 2011.

RFR DOCUMENTS (if not attached) are available upon receipt of this invitation over the Internet at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Adobe Acrobat reader may be required to view some documents. If you do not have this software you may down load it for free from Adobe. The link to the Adobe site is as follows: <http://www.adobe.com/products/acrobat/readstep2.html>.

Businesses without Internet access equipment, may contact the Procurement Department at 860.757.9616 for any Request for Response (RFR) information, training and general assistance.

If, after review of the RFR documents, your agency is interested in performing the services specified, provide the information requested and submit all response forms to the address indicated at the beginning of Section 1.0, along with your detailed proposal by the due date.

Sincerely,

Susan Sheppard
Principal Administrative Analyst
smsheppard@hartford.gov

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TENTATIVE ACTIVITY SCHEDULE

<u>DATE</u>	<u>ACTIVITY</u>
16 November 2010	Bidder's Conference @ 2:00PM (2 nd Fl Conference Room, 131 Coventry Street, Hartford, CT 06112)
February 2011	Notification of Preliminary Award (final awards will be determined once the Part A Office receives Notice of Grant Award from the federal government (HRSA) and the Ryan White Part A Planning Council provides finalized service allocations
February 2011	Contract Negotiation
1 March 2011	Ryan White Part A and Minority AIDS Initiative (MAI) Fiscal Year 2011 commences

SECTION 1.0

RESPONSE FORMS

Responses are to be delivered to:

**Susan Sheppard, Principal Administrative Analyst
City of Hartford, Procurement Services
550 Main Street, Room 100
Hartford, CT 06103**

no later than the deadline date and time. Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original response package as "ORIGINAL" on the front cover. See Section 3.1 for more information.

Response Check List

(NOTE: This Check List may not contain every response item for every solicitation. It is the Responder's responsibility to ensure submittal of all required response information.)

- ☐ Response Signature form completed (Section 1.1)
- ☐ Response pricing completed (Section 1.2)
- ☐ Statement of Qualifications completed (Section 1.3)
- ☐ Certified by the City as an Equal Employment Opportunity Employer
(http://www.hartford.gov/human_relations/ohr2.0/MWBE_Certification.htm)
- ☐ Current in taxes and other fees owed to the City?
- ☐ Acknowledged Addenda (Section 1.1)
- ☐ Satisfy Living Wage requirements for service contracts where local labor pool is used
(<http://www.hartford.gov/purchasing/Documents.htm>)

Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at:
<http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.97855, fax 860.722.6486 or email: lmacruz@hartford.gov.

Response Summaries:

Response summaries will be available over the Internet, to those that responded, at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. This summary information will be available anytime after 5:00 PM on the opening date and time. Results will not be provided over the phone.

1.1 RESPONSE SIGNATURE FORM

Applicant Organization -		
Address -		
Phone -	Fax -	Email -
Project Director -		Fed ID#

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in State of Connecticut or Federally funded projects (Executive Order 12549).

The undersigned certifies under penalty of false statement that the information provided in this response is true.

Delivery / Initiate Services:		Calendar days after receipt of contract.	
EEO Certification Status (check one) See section 3.10		<input type="checkbox"/> Current and on file	<input type="checkbox"/> EEO form attached
PREP Participation - Indicate your agreement to provide the items and/or services specified in this solicitation to other PREP Entities (see Section 3.12)			Yes <input type="checkbox"/> No <input type="checkbox"/>
Submitted by -			
Printed name and title		Date	
(Project Director or Authorized Agent)			

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 RESPONSE PRICING - FUNDING REQUEST SUMMARY

RYAN WHITE PART A PROGRAM

Applicant Organization:	Total Grant Request:
Name and Degree of Officer of Applicant Organization:	
Signature of Officer of Applicant Organization:	Date:

Applying for (check all that apply and provide separate dollar amounts per service checked)

	Indicate service category applying for:	Amount Requested
	2011 Planning Council Priority & Allocations Service Category	
	RW PART A	
	CORE MEDICAL SERVICES	
02	Outpatient /Ambulatory Health Services	
03	Medical Case Management (incl. Treatment Adherence)	
05	Mental Health Services	
06	Early Intervention Services	
08	Oral Health Care	
09	Substance Abuse Services-Outpatient	
10	AIDS Pharmaceutical Assistance (local)	
13	Health Insurance Premium and Cost Sharing Assistance	
	SUPPORT SERVICES	
01	Housing Services	
04	Medical Transportation Services	
07	Emergency Financial Assistance	
11	Food Bank/Home-Delivered Meals	
15	Legal Services	
17	Linguistic Services	
19	Case Management (non-Medical)	
	MINORITY AIDS INITIATIVE(MAI)	
	CORE MEDICAL SERVICES	
01	Housing Services	
02	Outpatient /Ambulatory Health Services	
	SUPPORT SERVICES	
03	Medical Case Management (incl. Treatment Adherence)	
17	Linguistic Services	
	TOTAL	

1.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - DUNS Number:

2. Number of personnel employed Part time - , Full time - ,

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. DAS CONTRACTOR PREQUALIFICATION	N/A
------------------------------------	-----

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="checkbox"/> general partnership
	<input type="checkbox"/> limited partnership
	<input type="checkbox"/> limited liability corporation
	<input type="checkbox"/> limited liability partnership,
	<input type="checkbox"/> corporation doing business under a trade name
	<input type="checkbox"/> individual doing business under a trade name
	<input type="checkbox"/> other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---	---------------------------------	--------------------------------

STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled (SEE SECTION 3.17)	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? If a license is not required for the services being provided have you filed with the Connecticut Secretary of State?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---	-------------------------------------	------------------------------------

7. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u> :				
Business Name	.			
Address	.			
City	.	State.	Zip	.
Name of Agent	.			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

8. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential if it is submitted via an email that requests confidentiality or it hand delivered, in a separate sealed envelope marked "Confidential."

All information should be supported with appropriate audited financials.

- Book Value (Total Assets (-) Total Liabilities)
- Working Capital (Current Assets (-) Current Liabilities)
- Current Ratio (Current Assets/Current Liabilities)
- Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- Return on Assets (Net Income/Total Assets)
- Return on Equity (Net Income/Shareholder's Equity)
- Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

9. Taxpayer's Identification Number:

Respondents must provide their Taxpayer Identification Number on the response form (Fed ID#). Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City. Copies of this form are available at:
<http://www.hartford.gov/purchasing/documents.htm>

Additional information may be requested subsequent to your responding to this solicitation.

1.4. Reserved

1.5. Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually.

If your firm is not currently certified you may obtain the required forms on-line at:

<http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.97855, fax 860.722.6486 or email: lmacruz@hartford.gov.

REQUEST FOR PROPOSALS

Fiscal Year 2011

RYAN WHITE PART A

an HIV Emergency Relief Program based on the national

Ryan White HIV/AIDS Treatment Extension Act Part A Program & Minority AIDS Initiative (MAI)

II. GENERAL INFORMATION

INTRODUCTION

The City of Hartford Department of Health and Human Services, Ryan White Program, hereinafter referred to as, the “**Grantee**” or the “**City**” is requesting applications for the delivery of comprehensive, coordinated HIV related services, targeting persons living with HIV and AIDS in the Hartford Transitional Grant Area (specifically Hartford, Middlesex and Tolland Counties), hereinafter referred to as the “**TGA**” for the fiscal year 2011. Qualified public or private health and support service entities hereinafter referred to as “**Providers**” or “**Applicants**,” can apply for one or both of the following Ryan White Grants Initiatives:

- 1) **Ryan White Treatment Extension Act (RWTEA)** Part A grant funds;
- 2) **Minority AIDS Initiatives (MAI)** Part A grant funds

In this application, the Provider will propose to offer service(s) in accordance with the eligible and allowable services funded by the federal Human Resources and Services Administration (HRSA).

BACKGROUND

In 1996, the City of Hartford received designated federal funds under the appropriations of the Ryan White Comprehensive AIDS Resources Emergency (C.A.R.E.) Act of 1990, and as reauthorized and amended in 1996, 2000, 2006 and again in 2009. Historically, the federal appropriations have supplied resources for medical and support services for low-income, uninsured and underinsured people living with HIV disease. This legislation continues to represent the largest dollar investment specifically for the delivery of services for poor or underserved People Living with HIV/AIDS (PLWHA), and it provides emergency assistance to localities that are disproportionately affected by the AIDS epidemic.

PURPOSE

The purpose of the Title XXVI of the Public Health Services Act as amended by the Ryan White HIV/AIDS Treatment Extension Act 2009 revises and extends services under the Ryan White Care Act (RWCA) Program. This Act improves the quality and availability of care for individuals and families living with HIV/AIDS by establishing, enhancing or expanding services for such patients who would otherwise have limited or no access to health and supportive care. The Part A appropriation of the Act supports a continuum of care, treatment and support services to prevent the unnecessary hospitalization of the PLWHA, and increases the number of PLWHA engaged in on-going HIV-related medical care. Accordingly, these dollars cannot be used to supplant existing services and are to be applied as payor of last resort.

MINORITY AIDS INITIATIVE (MAI)

Since 1999, Congress has also dedicated funds for the Minority AIDS Initiative (MAI) to expand or support new initiatives that are intended to reduce HIV-related health disparities and to improve HIV-related health outcomes. MAI funds are expected to expand or improve medical and support service capacity in communities of color and to expand or improve culturally and linguistically appropriate services to individuals living with HIV and AIDS. The Hartford TGA has selected African Americans and Latinos as the targeted population. **Note: The MAI grant year has been re-aligned with the Ryan White grant year, which runs from March 2011 through February 2012.**

B. AVAILABILITY OF FUNDS

All of the federal awards to this TGA shall be made available through the submission of **this single application**. A summary of the established Service Priorities Allocations are defined below. The proposed figures are based on estimates provided in the FY 2011 Ryan White HIV/AIDS Modernization Treatment Act HIV Emergency Relief TGA Grant Application. All totals are subject to change upon receipt of the final FY 2011 Ryan White Part A grant award from the Health Resources and Services Administration (HRSA). Awards will also be determined based upon factors including: (1) The rating of the proposal by reviewer; (2) Funds available by federal government; (3) Final approval of service allocations by the Ryan White Planning Council. **In addition, continuing applicants will also be scored based on previous performance and contractual compliance.**

The proposed services in the application can be a continuation or expansion of an existing program or a new program. These dollars cannot be used to supplant existing services. Please note that these funds are not guaranteed beyond the noted fiscal year, and provider, must assure a process of continuation or ability to phase out its services (at the sole cost to the agency) beyond the financial support of the grant funded resources.

FY 2011 Priorities and Funding Allocations Part A Direct Services and MAI Hartford TGA

FY 2011 Ranking	Service Category	Proposed FY 2011 Allocation
Part A	Core Services	
2	Ambulatory/Outpatient Medical Care	\$830,408
3	Medical Case Management (including treatment adherence)	\$867,747
5	Mental Health Services	\$277,543

6	Early Intervention Services (EIS)	\$225,000
8	Oral Health Care	\$182,136
9	Substance Abuse Services - Outpatient	\$345,304
10	AIDS Pharmaceutical Assistance (local)	\$75,000
13	Health Insurance Premium and Cost Sharing Assistance	\$50,000
	Support Services	
1	Housing Services	\$345,983
4	Medical Transportation Services	\$198,807
7	Emergency Financial Assistance	\$36,969
11	Food Bank/Home-Delivered Meals	\$139,790
15	Legal Services	\$42,285
17	Linguistic Services	\$18,000
19	Case Management (Non-Medical)	\$157,804
MAI	Core Services	
2	Ambulatory/Outpatient Medical Care	\$111,611
3	Medical Case Management (including treatment adherence)	\$65,554
	Support Services	
1	Housing Services	\$32,473
17	Linguistic Services	\$21,940
	Total Part A (Only)	\$3,792,776
	Total MAI (Only)	\$231,578
	Total Part A and MAI	\$4,024,354

**Up to 10% administrative cost are allowed for the delivery of Part A and MAI services

C. CONTRACT PERIOD & REIMBURSEMENT

The project's fiscal year 2011 is a 12-month period, potentially with a 12 month renewal period.

Ryan White Part A:

March 1 2011 to February 28, 2012

Minority AIDS Initiative:

March 1 2011 to February 28, 2012

D. ELIGIBILITY CRITERIA

PROVIDER AGENCY

Entities which are eligible to receive funds include, but are not limited to, Community-based Organizations, Hospitals, Health Care Facilities, Ambulatory Care Facilities, Homeless Service Centers, Public Health Departments and Drug Treatment Centers. Requests from for-profit entities will be considered from those who develop a sliding-fee scale and can demonstrate that no one will be refused services based on the client's ability to pay. Sliding fees must be based on the federal poverty guidelines (available upon request). A for-profit entity is eligible to apply for these funds only if a not-for-profit organization is not able or willing to provide quality HIV related service(s). Not-for-profit contractors are prohibited from serving as a conduit of these funds to a for-profit entity unless the above is true and verified. **Note: Applicants are required to submit evidence of non-profit status; please include the most recent IRS letter of determination.**

MINORITY AIDS INITIATIVE (MAI)

Eligible applicants/providers for MAI funds shall need to meet the following HRSA criteria as minority-based institutions:

- ✓ . **To be considered a minority provider, an organization must meet one or more of the following:**
 - **An agency in which racial/ethnic minority group members make up more than 50 percent of the agency's board.**
 - **Racial/ethnic minority group members make up more than 50 percent of the agency's professional staff members in HIV direct services.**
 - **Solo or group private health care practice in which more than 50 percent of the clinicians are racial/ethnic minority group members.**
 - **Other "traditional" provider that has historically served racial/ethnic minority clients but does not meet any of the criteria above.**

CLIENT/PATIENTS

Services shall be provided with priority given to those out of medical care, medically underserved indigent or low-income individuals with HIV. Services may also be provided to non-indigent clients, but such clients are to be charged a fee based on a sliding-fee scale that meets the federal guidelines.

As defined in the HRSA's Client Eligibility Policies #10-02, the Ryan White eligible services are targeted specifically for individuals with the HIV Spectrum disease. Family members, caregivers, or significant others may be a recipient of the proposed services, **provided that the service ultimately benefits the person living with HIV/AIDS**. These individuals must also fall at or below 300% of poverty levels to be eligible for services.

Documentation of client's HIV status must be maintained in the client's record. Absence of proper documentation (as primary or secondary) will result in breach of contract, leading to contract termination and withdrawal of service reimbursement. The following defines the acceptable forms of documentation as either a primary or secondary source:

1. Primary Documentation:

- a) A letter documenting HIV status or HIV test result from an Early Intervention Program or Infectious Disease Practitioner.
- b) A positive HIV-test results from an approved laboratory.
- c) A letter from a private physician, hospital or clinic documenting HIV status which MUST be accompanied by a test result documenting HIV positive test result.

2. Secondary Documentation:

An eligible **referral form** from a Case Manager or Clinician who has obtained verification of HIV status (as noted above) is acceptable documentation for delivery and reimbursement of services. This secondary documentation via a referral verifies eligibility for Ryan White Part A Services based upon required documentation for which the primary documentation is maintained in the client's record by the Case Manager or Clinician.

E. SERVICE DELIVERY

SERVICE DELIVERY COMMITMENT & PURPOSE

In order to ensure a comprehensive, coordinated system of care, all successful applicants will be required to participate/utilize in the TGA's Management Information System (i.e. CAREWare), Quality Assurance Program (including established Standards of Care and Outcomes Management Program), Case Management service delivery model, centralized clinical medical case management supervision, integrated service referral mechanisms, and the directives of the TGAs Ryan White Planning Council is required.

Providers should maintain an overall philosophy that HIV infection is a chronic illness and with proper management, the quality of life of the targeted population will be improved and maintained over an extended period of time.

The purpose of the Ryan White program is best described by the TGAs Comprehensive Plan's four goals: Refer to the TGA Comprehensive Plan: www.ryanwhitehartford.org

1. To create a well-known, highly visible, comprehensive, easily accessible system of care for persons with HIV/AIDS.
2. To provide a system of care that is appropriate for the populations of persons with HIV/AIDS.

3. To ensure persons with HIV enter the care system as early as possible after diagnosis and remain in care.
4. To provide the highest quality of HIV care and services.

F. QUALITY ASSURANCE

The Office of the Grantee shall require and monitor the following Quality Management Activities:

QUALITY MANAGEMENT PROGRAM

The Grantee will assess the extent to which funded HIV Health services provided are consistent with the most recent Public Health Service (PHS) Guidelines for the treatment of HIV disease and related opportunistic infections and to other strategies developed by the Grantee to insure that such services are consistent with the improved access to health care and quality health care services. The outcome of the quality management program is the improved health status for clients. The Grantee will accomplish this goal by establishing and monitoring standards for Clinical Services and Supportive Services that link and maintain clients in primary medical care. See www.ryanwhitehartford.org for standards.

1. **Electronic Reporting:** All service providers will adhere to and comply with the use of the City of Hartford's data management information system, i.e. CAREWare and/or any other system deemed necessary by the Grantee. Providers must install CAREWare and/or any other system deemed necessary by the grantee and maintain the system with periodic updates.
2. **Outcomes and Evaluation:** In order to assess and enhance the quality of services and programs that appropriately responds to changes in the local HIV epidemic, all Providers shall be required to participate in the assessment of outcome and evaluation, including, but not limited to the following:
 - a.) **Outcomes Measurement:** Providers' observations of client level outcomes (benefits or change for clients during or after receiving services) and outcomes indicators (specific items of information that track a program's success in achieving desired results) that have been developed and implemented must be recorded for each prioritized service category.
 - b.) **Client Satisfaction and other Continuous Quality Improvement (CQI) Activities:** Providers shall engage in ongoing process of evaluation that addresses client's understanding, current perceptions, attitudes and satisfaction with funded services to improve service delivery. Refer to Planning Council directives for 2011 included in this document.

G. SPECIAL POPULATIONS & CULTURAL COMPETENCY

Applicants are encouraged to enhance their service delivery and increase access to care for targeted special populations and catchment areas of higher HIV incidence. Special populations identified with severe needs in this TGA are: Injection Drug Users (IDU), Persons Who Are Homeless,

Persons Co-Infected with Hepatitis C, Persons Over Age 50, Person recently released from Prison and Men who have Sex with Men (MSM) (Blacks/African Americans, Latinos and Whites/Caucasians).

The geographic catchment areas include the counties of Hartford, Tolland and Middlesex; otherwise known as the Hartford TGA. Applicants must demonstrate a capacity to serve clients from a geographic area beyond that of a local neighborhood area, and be sensitive to the cultural/ethnic diversities of the targeted population in language appropriateness and cultural competency.

H. CONFIDENTIALITY & GRIEVANCE POLICY

For individuals with HIV infection, a central concern is privacy. Every state has laws protecting the privacy of medical records and many have specific statutes providing broad confidentiality to HIV related information. Accordingly, providers of medical and health related support services, regardless of licenses or discipline, must maintain the confidentiality of all information concerning their clients' HIV status. Likewise, each provider must assure a client response system, by which feedback, concerns and/or a grievance can be raised without fear of retribution.

All applicants must explain their system of safeguarding the confidentiality of clients and procedures to address consumer/patient concerns in the Service History and Performance section of this application.

I. RYAN WHITE PROGRAM INCOME

The Ryan White HIV/AIDS Program legislation requires grantees to collect and periodically report information on program income. The program income is to be returned to the respective Ryan White HIV/AIDS Program and used to provide eligible services to eligible clients. "Program income is gross income—earned by a recipient, sub-recipient, or a contractor under a grant—directly generated by the grant-supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance); and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds, e.g., income as a result of drug sales when a recipient is eligible to buy the drugs because it has received a Federal grant."

III. DETERMINATION OF AWARD

A. REVIEW PROCESS & APPLICATION SCORE

The method of award is competitive and predominately based on the following interdisciplinary factors:

- ✓ *Overall Rating of this application (see evaluation criteria noted below)*
- ✓ *Per Service Category Rating for Proposed Services*
- ✓ *Past Performance & Contractual Compliance (for current providers)*
- ✓ *Geographic Impact of the AIDS Epidemic*
- ✓ *Availability of Resources by Established Service Priorities approved by the Ryan White Planning Council.*

An independent review panel will score the applications with program staff's participation during full panel discussion to verify accuracy of information, clarify concerns, and address questions raised by the reviewers. The program staff will also take primary responsibility to score the budget sections of the application. Allocation of these funds will be made in a fair, competitive and equitable manner, which does not discriminate on the basis of race, color, creed, disability, national origin, gender, or sexual orientation or religion.

B. EVALUATION CRITERIA

The application is divided into seven sections. The rating is as follows:

	<u><i>Current Providers</i></u>	<u><i>New Applicants</i></u>
<i>Abstract (Assurance Summary)</i>	(5)	(5)
<i>Organizational Capacity & Commitment</i>	(5)	(10)
<i>Service History & Performance</i>	(20)	(25)
<i>Service Needs & Target Population</i>	(5)	(10)
<i>Program Contents</i>	(30)	(35)
<i>Budget Contents</i>	(15)	(15)
<i>Total</i>	<i>80 Points</i>	<i>100 Points</i>
 <i>Contractual Compliance*</i>	 (20 Points)	 —0—

*CONTRACTUAL COMPLIANCE (FOR CURRENT PROVIDERS)

Performance scores will be determined by the Ryan White program staff as a means to monitor and document the provider's ability to successfully respond and adhere to the following:

- ✓ Ability to meet contractual compliance of current and last fiscal year

- ✓ Ability to meet conditions of award of current and last fiscal year (to include spending pattern/s)
- ✓ Ability to apply and adhere to standards of care
- ✓ Participation in client level (consumer) outcomes/evaluation
- ✓ Effective utilization of the Management Information System (CAREWare)
- ✓ Performance based data (CAREWare Outcomes)
- ✓ Utilization of funds
- ✓ Monitoring site-visit scores (Quality Management/Contractual/Fiscal)
- ✓ Philosophy of overall quality assurance.

Please note the difference of a twenty-point value exist between current providers and new applicants, requiring non-funded applicants to document their Organizational Capacity and Budget in greater detail in lieu of contractual compliance (see chart above).

IV. APPLICATION GUIDANCE

APPLICATION DEADLINE

The deadline for submitting this APPLICATION for Fiscal Years 2010 and 2011 Ryan White Grants Initiatives funding is December 16, 2010 2:00 P.M. **Applications will be logged and time stamped upon receipt. Applications that do not meet this deadline will not be reviewed and returned to the applicant. No emails or faxes will be accepted for the submission of the application. Questions related to this RFP must be received in writing by 5:00PM on Wednesday December 1, 2010. Questions should be submitted via email to the contact person below.**

Kindly submit all documents to:

Susan Sheppard, Principal Administrative Analyst

City of Hartford – Procurement Services

550 Main Street Room 100, Hartford, CT 06103

(860) 757-9616

email: smsheppard@hartford.gov

A. HOW TO PREPARE THE PART A APPLICATION

Submit Application as Follows:

One complete original, ink-signed application and five copies;

Original application unbounded, 3-hole punched and clipped;

Clip or bind each of the four copies.

Application **MUST** be

Typed, using 12 point fonts;

One and a half (1.5) or double-spaced, single-sided, on standard letter size white paper;

Ensure that margins are not less than one inch;

Clearly number each page in order of requested information, including attachments.

Do **NOT**

Use photo reductions;

Include any extraneous or unsolicited documents (to include publications);

Exceed specified page limitation.

Penalties will be imposed for incorrect format. **Five (5) points will be deducted for EACH variation to the proposal format noted above.** Likewise, inaccuracies, false statements or incomplete responses shall negatively affect the application score.

B. **APPLICATION OUTLINE**

Please note that attachments are not part of page limits and must be included at end of application unless directed otherwise.

1. **ABSTRACT**

(Single-spaced, Max. 1 page) (5 Points):

Abstract must include a brief description of the following:

- ✓ Needs to be addressed;
- ✓ Proposed scope of services;
- ✓ Population (groups) to be served;
- ✓ Description of the continuum of care offered in your organization including relevant information about primary medical care services, how HIV primary medical care services are delivered and how clients are supported in accessing and remaining in care;

In Addition to the Questions Above MAI Applicants:

- ✓ Verify your organization's minority provider status based on HRSA's revised definition (See section I. D. Eligibility Criteria - Minority AIDS Initiative)

2. **ORGANIZATIONAL CAPACITY & COMMITMENT**

(Max. 2 pages Current Providers/Max. 4 pages New Applicants)

(5 Points - Current Providers/10 Points - New Applicants):

- a. Describe the organization's capacity to deliver the proposed HIV service(s). Briefly describe the current staffing (as compared to proposed project staff), their past or expected training, credentials and language proficiencies. Describe if the proposed program is new or an expansion/enhancement to an existing HIV-related service.
- b. Describe how your agency's professional expertise will increase the health outcomes of individuals living with HIV/AIDS based on each of the service categories for which you are applying. Describe how your agency's mission will support the scope of services.
- c. Define the organization's plan of action to deliver services beyond the grant funding period. Describe how the organization plans to transition clients into the mainstream network of care should grant funding cease. Briefly describe current and/or proposed third party payor, charity care or other financial resources to sustain the program.

In Addition to the Questions Above MAI Applicants Must Respond to the Following:

- d. Describe Board of Directors' composition and the extent (percentage) of their reflectiveness to the targeted population (i.e. geographic, race/ethnicity, gender). If the Board is not reflective of the targeted population, then describe a current or proposed plan of action to increase reflectiveness and/or to increase client representation on the Board. **Note: Submit names, addresses, terms and occupations of the applicant's Board of Directors, as an attachment.**

3. SERVICE HISTORY & PERFORMANCE

(Max. 4 pages Current Providers/ Max. 6 pages New Applicants)

(20 Points - Current Providers/25 Points - New Applicants):

- a. Describe your organization's principal purpose and history in providing services to persons living with the HIV spectrum disease. **Note: Submit organizational/Program Chart as an attachment.**
- b. Document recent history (two-years to present) of the organization's ability to deliver services in a multi-cultural and/or multi-lingual manner.
- c. Highlight existing or planned collaborative efforts in the recruitment of and referrals with other Ryan White grant funded providers and non-Ryan White grant funded providers. Specifically elaborate upon the extent (quantitative estimates) to which the current or proposed programs are linked to primary medical care providers, HIV Counseling and Testing sites, and HIV/AIDS Prevention/Intervention programs.
- d. Describe the extent to which the organization has succeeded in linking and maintaining clients/patients into medical care over the past nine months. **[Existing applicants only]**

- e. **Existing applicants only**, document the level of accomplishment for nine-months of **all services contracted and clients contracted (full year)** using the format below:

SAMPLE

Service Categories	Contracted # of Units	Actual # of Units	% Rate of Completion	Contracted # of Clients	Actual # of Clients	% Rate of Completion
Medical Care	1,200	900	75%	200	200	100%

Further describe notable differences (above/below 20% of contracted services). Describe any changes in program categories to support a continuum of care service delivery for the current fiscal year.

- f. Describe system of safeguarding client confidentiality, procedures to address consumer/patient concerns, and agency's ability to comply with American Disabilities Act.

4. SERVICE NEED & TARGETED POPULATIONS

(Max. 2 pages) (5 Points) New Applicants (Max. 3 pages) (10 Points):

- a. Describe the organization's total population profile as compared to the targeted population (i.e. geographic catchment areas, gender, race/ethnicity, age or other high risk behaviors associated with the transmission of HIV). Local, regional or national norms are NOT required.
- b. Describe in detail any special populations that are unique to your service area i.e.:

- ✓ **Injection Drug Users (IDU)**
- ✓ **Women of Color**
- ✓ **Aging Population Living with HIV/AIDS (over 50 years old)**
- ✓ **African Americans**
- ✓ **Foreign-born**
- ✓ **Homeless**
- ✓ **Adolescents**
- ✓ **Incarcerated Persons/Persons Formerly Incarcerated**
- ✓ **Men Who Have Sex With Men**
- ✓ **Other**

- c. Identify gaps in services to un-insured and under-insured persons with HIV infection and describe how this proposal will attempt to fill these gaps.

5. **PROGRAM CONTENTS**

(Max. 5 pages) 30 Points

New Applicants (Max. 6 pages) 35 points

Applicants who propose 5 or move services the page limit is 10.

a. **ACCESS & REFERRAL OBJECTIVE:**

1. In light of the new Early Identification of Individuals with HIV/AIDS (EIHAA) initiative, briefly describe how your organization will work to identify individuals who are unaware of their HIV status and link them to care. EIIHA definition is: “the identifying, counseling, testing, informing, and referring of **diagnosed** and **undiagnosed** individuals to appropriate services, as well as linking newly diagnosed HIV positive individuals to care. **Associated EIIHA Definition:** Unaware of HIV Status: Any individual who has NOT been tested for HIV in the past 12-months.
2. Describe current or proposed recruitment strategies to increase “access” of new or “out-of-care” clients into HIV-related services with emphasis on linking and maintaining those clients in primary medical care (such as extended or non-traditional hours of operation, child care provision, incentives, etc.). Out-of-care clients are those who have not been in primary medical care for their HIV condition in 12-months. HIV-related primary medical care is further defined as a medical visit, laboratory work (CD 4 Count and Viral Load Test) or the administration or maintenance of HAART’s medication. If your organization does not have the capacity to provide services to this population, describe the collaborative efforts your agency will undertake to ensure that services are available to this population. See www.HRSA.gov for the HIV Emergency Relief Grant Program Part A Announcement Number: HRSA-11-062.

b. **IMPLEMENTATION & QUALITY PLANS:**

(Must use Template (2011 Implementation Plan) provided in addition to a brief narrative):

Narrative: Present an overview of your agency’s HIV specific program in a brief narrative format and then submit table as described. New applicants (new to Ryan White Part A) must present a proposed overview of what your agency’s HIV specific program will look like should your agency be awarded.

Implementation Plan Attachment: Submit an annual Implementation Plan of measurable objectives for each requested service goal using the attached format provided. **(2011 Implementation Plan)**

There are established **Outcome Goals and Indicators** for all of the contracted HIV services. These goals are measured through provider observations and client satisfaction surveys. These goals have to be defined in the Implementation Plan. The plan should note the percentage of historical achievement in reaching the desired goals.

Quality Management Plan Attachment: For existing providers, a Quality Management Plan must be submitted that includes any improvements in the delivery of care or in desired outcomes. These improvements shall be briefly referenced in the narrative and defined in Attachment Quality Management Plan 2011. New applicants can propose a goal based on current benchmarks.

See Ryan White Planning Council website for the TGA Standards of Care and Outcomes on-line at: www.ryanwhitehartford.org.

- c. **MANAGEMENT INFORMATION SYSTEM (MIS) CAREWare Attachment letter required:** As previously discussed, the awarded provider must participate in various computerized data submission, and have web-based access to assure uniformity of documentation and improve coordination and analysis of the HIV/AIDS epidemic in the TGA. **Note: All non-funded applicants must submit a signed assurance by the CEO as an attachment, verifying the capacity of the program to operate a dedicated computer with access to the Internet within thirty (30) days of the notice of award.** The assurance notice must include the name(s) and the job title(s) of the personnel responsible for data entry and MIS reporting. All funded applicants must have Internet Access and DSL connection within 30 days of notice of award.
6. **BUDGET CONTENTS (Must use attachments provided – submit with this section) (Max. 3 pages) 15 points. Applicants who propose 5 or more services the page limit is 5. A separate budget sheet must be used for MAI. (Budget attachments will not be counted towards the page limit)**
- a) Ryan White funds are intended to supplement funding for local health care systems overburdened by the increasing cost of providing services. Please describe to the fullest extent possible cost effective ways in which you will ensure that high quality services are delivered to PLWH/A.
- b) Prepare a separate budget for each service category applied for using the budget template provided (Attachment 2). In addition, attach a brief budget justification to each budget showing (1) roles and responsibilities of each individual and/or subcontractor charged to the service category; (2) percentage allocation for each fringe benefit component, such as health

insurance, FICA, pension, etc.; and (3) justification for any other items in the budget not already sufficiently detailed on the budget form. **Please note: The budget period should cover 12 months, and Admin expenses cannot exceed 10%.**

- c) Based upon the TOTAL budget proposed in the RFP for each service category, please provide and discuss the agency's "per client" and "per encounter" unit cost. For example:

Outpatient/Ambulatory cost per client = \$225.00 (RFP budget of \$33,750 divided by 150 clients served)

Outpatient/Ambulatory cost per encounter = \$75.00 (RFP budget of \$33,750 divided by 450 encounters)

Discuss how the proposed cost per encounter compares to cost per encounter over the last two years, and explain the reason(s) for any variances.

- d) Identify key staff in the organization and in any sub-contractor's organization that will be responsible for direct care and administration of the project. Include:
- updated position (job) descriptions
 - résumés
 - relevant licenses and credentials
 - a current organizational chart

7. **OTHER FUNDING SOURCES** Submit Attachment #4 Part A Funding in the Context of Other Funding.

- a. The Ryan White HIV/AIDS program requires services to be provided in a coordinated, cost effective manner that ensures Part A funds are the payor of last resort for HIV/AIDS services. Report on the availability of public funding for HIV/AIDS related care services within your agency from federal, state, and local sources. This report should reflect the funds anticipated for support of HIV/AIDS related services during fiscal year 2011. Discuss how these funds support the Part A continuum of care.

8. **THIRD PARTY PAYER** The Ryan White CARE Act requires that Part A funds serve as a payor of last resort for services to clients with alternative means of payment (e.g. Medicare/Medicaid). Describe the organization's participation or intent to participate in the State Medicaid Plan for third party-payor specific to Ryan White eligible services. Briefly describe current and/or proposed other third-party payors, charity care and other resources to sustain the program. A fee rate for each service for which payment will be required of the client must accompany this application, as an attachment, and as applicable. Please be advised that the rate must be adjusted according to the annual aggregate sliding scale.

V. FUNDING EXCLUSIONS & RESTRICTIONS

A. GENERAL INFORMATION:

1. Grant funds may not be used to supplant or replace current State and local HIV related funding or in-kind resources.
2. Funds may not be used to purchase or improve land, or to purchase, construct or make permanent improvements to any building.
3. All equipment and products purchased with grant funds should be American-made, and options of leasing versus purchasing should be equally considered.
4. These funds may not be used to supplant or replace the resources of institutional, inpatient settings, such as hospitals and nursing homes that are already devoted to the support or personnel providing HIV related services.
5. Funds may not be used to make direct payments to recipients of services.
6. All recipients of grant funds agree to participate in the activities of the Greater Hartford Ryan White Planning Council within the Hartford TGA to include the counties of Hartford, Tolland and Middlesex.
7. If a particular service is available under the State Medicaid Plan, the political *subdivision involved must either provide the service directly or enter into an agreement* with a public or private entity to provide the service. The entity providing the service must enter into a participation agreement under the State Medicaid Plan.
8. Funds may not be used to provide items or services for which payment has already been made or can reasonably be expected to be made by third-party payer, including Medicaid, Medicare, and/or other State or local entitlement programs, prepaid health plans, or private insurance. Applicants are reminded that this is auditable, and therefore must be carefully documented in the year-end program report.
9. If an entity receiving Ryan White funds charges fees for service, it must do so on a sliding-fee schedule that is made available to the public. Individual, annual aggregate charges to clients receiving services under this grant must conform to the limitations established in the statute. The term, “aggregate charges,” applies to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services. This requirement applies across all service providers from which an individual receives services funded under this grant.

10. No funds will be allowed for carry over beyond the grant period described, due to funding restrictions by the funding sources. Funds may be de-obligated and reallocated to assure that all dollars are spent by the end of the Fiscal Year.
11. Funding from this grant cannot be used to fund a phase-out of services in the event that future grants are not awarded for said services. The application must include a plan for phase out or continuation of the services or programs, at the sole cost to the agency, which does not include the use of these grant funds for such activities.
12. All applicants must be operating in full compliance with all of, but not limited to, the following Federal Civil Rights: Title VI Civil Rights Act of 1994 (45 CFR, Part 80), Section 504 Rehabilitation Act 1997 (45 CFR, Part 84), Age Discrimination Act 1975 (45 CFR, Part 91), Part AX Education Amendments 1972-Section 901 (45 CFR, Part 83), Sections 533 and 526 PHS Act (45 CFR, Part 84) and Section 523 and 527 PHS Act (42 CFR, Part 2), Americans with Disabilities Act (ADA)

B. GRANTEE OPTIONS:

1. The Grantee may, at its sole and absolute discretion, reject any or parts of any and all applications; re-advertise this RFP, postpone or cancel at any time this RFP process; or waive any irregularities in this RFP or in the applications received as a result of this RFP. Also, the determination or the criteria and process whereby applications are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the Grantee.
2. The submission of an application will be considered by the Grantee as constituting a firm offer by the applicant to perform the required services at the stated fees.
3. Modifications to an application after the submission date will not be accepted, unless otherwise requested by the Grantee.
4. The Grantee, may determine that no satisfactory application has been received for a particular service, and may subsequently choose to negotiate with a successful applicant to provide said service as part of their continuum service delivery.
5. The Grantee has formulated a Grievance Process by which an individual or entity can grieve on the grounds that the Grantee deviated from the established contracting and award process.

C. OTHER CONTRACTUAL:

Other contractual matters such as termination issues, confidentiality, non-discrimination and liability shall follow the City of Hartford's obligations. Failure of a selected applicant to execute a contract within 90 days from notice of award may result in the applicant forfeiting its award, unless otherwise specified by the Grantee.

The Provider, by way of contract with the City of Hartford, must also agree to indemnify and hold harmless the City of Hartford from any and all liability, which may arise as a result or in connection with the services, provided pursuant to the agreement. The contract may also contain other provisions, as may be reasonably required by the City of Hartford.

In addition, the Provider agrees to serve as the Fiduciary Agent for the awarded funds. As such, Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the Federal Health Resources and Services Administration (HRSA) and the City of Hartford.

Should the Provider, at any time during the contract period, be audited by any branch of the federal government and made to reimburse said branch; the Provider will be solely responsible for covering the reimbursed amount. Under no circumstances can Ryan White funds be used to reimburse the federal government or any branch thereof.

D. DIRECTIVES TO THE GRANTEE:

Specific directions were provided to the Grantee for each service category as noted below. Applicants should review and consider these directives as deemed appropriate.

Service Categories	FY 2011 Directives for Ryan White Part A & MAI services
Core Services	
Housing (#1)	<ul style="list-style-type: none"> • Provide, if funds are available: <ol style="list-style-type: none"> (1) short-term rental assistance [\$150 month], (2) one-time emergency rental assistance [back rent, 1st month rent], (3) supportive housing [scatter site with case management], (4) step-down housing [preference given to clients with a history of substance abuse and their families] with a case management component, (5) transitional housing programs [emergency – hotels], (6) make homeless shelter(s) available to PLWHA during daytime hours, (7) housing related referral services, with an emphasis on persons with HIV who are homeless. • Give preference to providers able to provide a multiplicity of housing services in the most cost effective manner.
Medical Case Management (including Treatment Adherence) (#3)	<ul style="list-style-type: none"> • Provide centralized and/or decentralized medical case management services that increase the number of case managers in medical settings and, where appropriate, the number of case managers employed directly by medical sites, while recognizing the continued need under appropriate circumstances for community-based case management services. In either model (centralized or decentralized) whether medical setting or community sited, there needs to be proof (such as the availability of office space for confidential meetings, inclusion of the medical case manager in client case conferences, or

Service Categories	FY 2011 Directives for Ryan White Part A & MAI services
	<p>other methods to ensure that the medical case managers can work to help keep clients in care) of the incorporation of the medical case manager into the clinical care team.</p> <ul style="list-style-type: none"> • Give preference to providers, when available, who offer a co-location model of core clinical services such as mental health, substance abuse treatment and medical case management and support services designed to contribute to increased health outcomes for those in care. • Provide centralized training, supervision, and education to all case managers (medical site and community based). • Provide treatment adherence support. • Ensure services are proportionately available to rural areas to the extent possible. • Ensure services are available to Black women and Black men who have sex with men.
Outpatient/ Ambulatory Medical Care (#2)	<ul style="list-style-type: none"> • Ensure medical care is available to disproportionately infected minority populations including adolescent and youth. • Provide mid-level providers (APRN, NP, PA, with HIV specialty) to make available more HIV care and to free up Infectious Disease physicians' time to work on more complex cases, and provide RN support as needed • Ensure services are proportionately available to rural areas to the extent possible. • Provide outpatient /ambulatory care in homeless shelters that is linked clinic and support services. • Give preference to providers, when available, who offer a co-location of core clinical services such as mental health, substance abuse treatment and medical case management and support services designed to contribute to increased health outcomes for those in care.
Mental Health (#5)	<ul style="list-style-type: none"> • Provide co-location of mental health services in clinic and community settings. • Provide mental health services at homeless shelters.
Early Intervention Services (EIS) (#6)	<ul style="list-style-type: none"> • Provide services that act as a bridge between testing and care by steering individuals from testing and linking them to primary medical care and medical case management, mental health and substance abuse treatment and support services. EIS services should be designed to work closely with key points of entry thus facilitating easy access to the HIV care system once an individual learns of their status. Key points of entry are places where HIV testing occurs. For the Hartford TGA these include, but are not limited to, public health departments, HIV counseling and testing sites, emergency rooms, substance abuse and mental health treatment programs, detoxification centers, detention facilities, STD clinics and homeless

Service Categories	FY 2011 Directives for Ryan White Part A & MAI services
	<p>shelters. EIS providers must have referral/linkage agreements with key points of entry that should be monitored by the grantee to ensure effective linkage mechanisms are in place and active.</p> <ul style="list-style-type: none"> • Provide intensive support over a course of several months (3-6 months) to build trust, orient clients to the system of HIV care, increase their knowledge about living with HIV, educate them regarding the importance of routine medical care, increase their health literacy and begin the process of developing the foundation for disease self management. • Provide services that reengage individuals with HIV who have fallen out of care, are erratically engaged in care, or are at risk of falling out of the HIV care system. • EIS services should serve to identify persons with HIV who are unaware of their status; make them aware of their HIV infection; educate them about HIV, the importance of care and the Ryan White system; and link them to primary medical care and case management.
Substance Abuse – Outpatient (#9)	<ul style="list-style-type: none"> • Provide substance abuse services at homeless shelters and where possible in conjunction with housing providers who provide links and referrals to outpatient ambulatory medical care. • Provide co-location of substance abuse services in clinic and community settings. • Provide acupuncture to reduce drug cravings.
Support Services	
Medical Transportation Services (#4)	<ul style="list-style-type: none"> • Special consideration should be given to individuals in the rural area based on cost.
Case Management (non-Medical) (#19)	<ul style="list-style-type: none"> • Provide HIV positive persons with assistance in obtaining medical, social, community, legal, financial and other needed services. • Provide services through the TGA's HIV wellness centers.

Directives That Apply To All Service Categories:

- Provide services in a culturally and linguistically competent manner.
- Address service gaps for all special populations with emphasis on men of color who have sex with men and Black and Latina women.
- Provide services that address the emerging needs of the aging HIV population.
- Whenever possible, provide services during nontraditional hours and at locations that offer ease of access.
- Give preference to providers who demonstrate successful systems of culturally and linguistically competent service provision for the special populations they are either serving or seeking to serve. Characteristics of successful systems include: culturally competent care, diverse staff and leadership, education and training, language access (written, oral, sign, etc.), strategic planning,

use of epidemiological profiles and needs assessment data, and community and consumer involvement.

- In an effort to address unmet need and fill service gaps of those in care, agencies must demonstrate the ability to collaborate with both Ryan White and non-Ryan White funded providers in their proposed service plans and through the provision of current Memoranda of Understanding or Agreement.
- Select providers and provide services in such manner as to foster and sustain the TGA's four HIV Wellness Centers.
- Ensure services are proportionately available to rural areas to the extent possible.
- Require service providers to conduct annual client satisfaction surveys.

VI. GLOSSARY OF HIV RELATED SERVICE CATEGORIES AND UNIT MEASUREMENTS

CORE Services

1. Outpatient/Ambulatory Medical Care: Outpatient /Ambulatory Health Services for the treatment of HIV infection refers to the delivery of primary care services, diagnostic and therapeutic medical care services including: diagnostic testing, assessment, including preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, minor surgery and assisting at surgery, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care. Ambulatory / outpatient medical care for the treatment of HIV infection must adhere to and be consistent with Public Health Service guidelines. Such care must include access to Federal Drug Administration approved antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies. Outpatient/Ambulatory medical care services must be *provided by a primary health care organization or practice with specialty knowledge in the area of HIV/AIDS disease*. Outpatient/Ambulatory medical care services must be delivered in an outpatient, community-based organization, office-based setting, homeless shelter, federal qualified health centers and/or health van. Outpatient/Ambulatory medical care services must be provided by a state licensed and credentialed provider (i.e., physician, physician assistant, registered nurse, nurse practitioner¹). Eligible physicians must be capable of prescribing, maintaining, and monitoring Federal Drug Administration approved antiretroviral therapy and hold consulting and/or admitting privileges to one or more local hospitals. Other eligible care providers must receive supervision from an eligible physician (as cited in the definition). **One unit measurement = One Hour Clinic Visit.**

2. Medical Case Management (including Treatment Adherence): Medical case management services are designed to enhance access to and retention in appropriate clinical care (primary medical care, substance abuse and mental health treatment, oral health), increase adherence to medication regimes and provide referral to support services. Key activities of Medical Case Managers include; (1) initial assessment of needs (2) development of a comprehensive individualized service plan (3) coordination of clinical and support services to implement the plan and client monitoring to assess the efficacy of the plan including client health outcomes (4) periodic reevaluation and adjustment of plan as decided by the clinical care team, record relevant data in each patient's file including lab results and medication regimes, referrals to specialty care, hospital admissions and outcomes. Medical Case Managers perform these activities in consultation with and as part of a clinical care team in a clinical setting and community setting.

Supervise, Coordinate, and Provide Quality Assurance for Medical Case Management to Improve Medical Outcomes. The intent is to provide clinical supervision to medically focused case managers to improve client medical outcomes; and to assist in the development of standards of care and medical assessment and track protocols and tools. In addition, coordinate care and support services for HIV infected clients and manage activities that foster achievements of clinical goals for this population. **One unit measurement = Face-to-Face Visit.**

¹ The following practitioners are not eligible under this definition: naturopathic, chiropractor, registered dietitians.

3. Mental Health Services: Mental Health Services includes the provision of psychological/psychiatric treatment and counseling services – including individual and group counseling. These services must also be provided in homeless shelters by a state licensed and/or certified mental health professional such as a psychiatrist, psychologist, registered nurse, social worker, counselor, or clinical nurse specialist. **One unit measurement = Face-to-Face Individual and Group Visit.**

4. Early Intervention Services: Early Intervention Services (EIS) is a combination of services that includes counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose the extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures. Providers must Provide services that act as a bridge between testing and care by steering individuals from testing and linking them to primary medical care and medical case management, mental health, substance abuse treatment and support services. EIS services should be designed to work closely with key points of entry thus facilitating easy access to the HIV care system once an individual learns of their status. Key points of entry are places where HIV testing occurs. For the Hartford TGA these include, but are not limited to, public health departments, HIV counseling and testing sites, emergency rooms, substance abuse and mental health treatment programs, detoxification centers, detention facilities, STD clinics and homeless shelters. EIS providers must have referral/linkage agreements with key points of entry that should be monitored by the grantee to ensure effective linkage mechanisms are in place and active. **One unit measurement = Face-to-Face Visit. One unit measurement = Phone Call (Measured in Fifteen Minute Increments).**

5. Oral Health Care: Oral Health Care includes diagnostic, preventive, prophylactic and therapeutic services and/or procedures. The services must be provided by a state licensed and certified professional (i.e., oral surgeon, general dental practitioners, dentist, dental hygienist). Oral health services must be provided in a state licensed health services setting. **One unit measurement = Treatment Visit.**

6. Substance Abuse Services (Outpatient): Substance Abuse Services includes the provision of outpatient drug or alcohol substance abuse treatment, including expanded HIV-specific capacity of programs if timely access to treatment and counseling is not available, must be rendered by a physician or provided under the supervision of a physician or other qualified/licensed personnel. Such services should be limited to the following: Pre-treatment/recovery readiness programs, harm reduction, mental health counseling to reduce depression, anxiety and other disorders associated with substance abuse, outpatient drug-free treatment and counseling, opiate assisted therapy, neuro-psychiatric pharmaceuticals and relapse prevention. **One unit measurement = Face-to Face Individual and Group Visit.**

7. AIDS Pharmaceutical Assistance (Local): Provision of short-term payments to purchase FDA approved drugs listed on the CADAP formulary. In the event that the FDA approved medications listed on the CADAP formulary have been proven unsuccessful in treating the patient, a qualified healthcare professional with prescribing privileges can elect to prescribe an HIV-related, FDA approved medication that falls within the general drug classes around which the CADAP formulary is organized. Written documentation must confirm the (case) failure of the FDA approved drug listed on the CADAP formulary. The Medicaid reimbursement rate must be applied to the purchase of any medications with

Part A funds. Short term medications payments must be carefully monitored to assure limited amounts, limited use, and for limited periods of time. **One unit measurement = Successful Completed Application Request.**

8. Health Insurance Premium and Cost Sharing Assistance: Health Insurance Premium & Cost Sharing Assistance is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles. **One unit measurement = Completed Application Request.**

Non-CORE (Support Services)

9. Housing Services: Housing services are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services including assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental services, foster care, or assisted living residential status. **One unit measurement = Face-to-Face Consultation.**

10. Medical Transportation Services: Medical transportation services include transportation services for eligible individuals to access HIV related health services including services needed to maintain the client in HIV/AIDS medical care. **One unit measurement = Each Ride.**

11. Emergency Financial Assistance: Provision of short-term payment to assist with emergency expenses related to essential utilities. These short-term payments must be carefully monitored to assure limited amounts, limited use, and for limited periods of time. Expenditures must be reported under the relevant service category. **One unit measurement = Successfully Completed Application Request.**

12. Food Bank/Home-Delivered Meals: Provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food. **One unit measurement = One meal and/or food bag/food voucher per person. One unit measurement = Nutritional Supplement Unit.**

13. Legal Services: Legal Services are the provisions of services to individuals with respect to preparation of power of attorney, living will. Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality, litigation as it relates to services eligible for funding under Ryan White HIV/AIDS programs and permanency planning for an individual or family where the responsible adult is expected to pre-decease a dependent (usually a minor child) due to HIV/AIDS: including the provision of social service counseling or legal counsel regarding (1) the drafting of wills or delegating power of attorney and (2) preparation for custody options for legal dependents including standby guardianship, joint custody or adoption. Legal services may NOT be used for any criminal defense, or for class action suits unrelated to access to services. **One unit measurement = Face-to-Face Visit.**

14. Linguistic Services: Linguistics services include the provision of interpretation and translation services. **One unit measurement = Face-to-Face Visit.**

15. Case Management (non-Medical): Case Management (non-Medical) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-Medical Case Management does not involve coordination and follow-up of medical treatments, as medical case management does. **One unit measurement = Face-to-Face Visit.**

NOTES:

See Ryan White **Standards of Care** and expected **Outcomes** for the TGA of all eligible services to assure understanding of minimum requirements and expectation proposed for delivery and reimbursement of said services.

Various federal and local protocols have been established. According to legislations, Ryan White Part A services must be rendered as method of last resort, as measured by collaborative, linkages and referrals to existing resources in community such as, general and public assistance (GA and TANF), HOPWA, Section 8, etc.

Use of Ryan White supportive funds must support a clinical care medical model, as measured by the client's ability to gain or maintain access to HIV related medical care or treatment.

APPLICATION CHECKLIST

The outline below provides a checklist to ensure that all required information is included with the application. Applicants should follow the outline to organize and present the information required.

I. Project Cover Sheet

I. Response Forms including Funding Request Summary (Section 1)

II. Table of Contents

III. Outline and Budget Text of the Application

- Abstract
- Organizational Capacity & Commitment
- Service History & Performance
- Service Need & Targeted Populations
- Program Contents
- Budget Contents
- Other Funding Sources
- Third Party Payer

IV. Required Attachments/Assurances

- Attachment 2: Blank Implementation Plan Form
- Attachment 4: Blank Quality Improvement Plan Form
- Attachment 6: Blank 2011 RFP Budget Model
- Attachment 7: Part A Funding In The Context of Other Funding
- Attachment 8: Job Descriptions/ Resumes & Organizational Chart
(Proposer Include Their Own)

ATTACHMENT 1

SAMPLE IMPLEMENTATION PLAN FORM

Download Excel Workbook located at:

<http://www.hartford.gov/purchasing>

ATTACHMENT 2

BLANK IMPLEMENTATION PLAN FORM

Download Excel Workbook located at:

<http://www.hartford.gov/purchasing>

ATTACHMENT 3

SAMPLE ANNUAL QUALITY IMPROVEMENT PLAN FORM

Download Form located at:

<http://www.hartford.gov/purchasing>

ATTACHMENT 4

BLANK ANNUAL QUALITY IMPROVEMENT PLAN FORM

Download Form located at:

<http://www.hartford.gov/purchasing>

ATTACHMENT 5

SAMPLE 2011 RFP BUDGET MODEL

Download Excel Workbook located at:

<http://www.hartford.gov/purchasing>

ATTACHMENT 6

BLANK 2011 RFP BUDGET MODEL

Download Excel Workbook located at:

<http://www.hartford.gov/purchasing>

Attachment 7

Part A Funding In The Context of Other Funding

Name of Agency: _____

Service Category*	Ryan White Part A (including MAI Funding)	Part B Funds	DMHAS	State Funds	HUD/ HOPWA	Part C	Part D	Private Funding	Other Funding Source:_____	Total Funds

Attachment 8: Job Descriptions/Resumes/Licenses & Organizational Chart

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 110408

Definitions:

Bid or Proposal refers to any form of solicitation the City may use such as a Request for Bids (RFB), Request for Proposals (RFP) or request for Response (RFR).

Candidate or Respondent refers to an individual or company who is considering or has submitted a response to a solicitation. This is also commonly referred to as “bidder.”

City refers to the City of Hartford, the Hartford Public Schools and any other governmental entity participating in the RFR process and/or resulting award(s).

Provider refers to the Candidate or Candidates who receive an award and who enter into a contract with the City.

3.1 HOW TO RESPOND: Supply the required information on and along with the response form. An explicit agent of your organization must sign the response form and any supplementary proposal document and ***submit it to the address indicated in Section 1.0 – Response Checklist.***

Mark the original response package as "ORIGINAL" on the front cover. We will open the response upon receipt if this information is not provided on the face of the envelope. In this case the City cannot be held responsible for the confidentiality of the response.

Failure to follow these guidelines may be just cause for rejection of the response.

A. Do not wait until the due day to begin to prepare your response. Preparing your response early helps avoid issues related to computer equipment or Internet access malfunction. It is the Candidate's responsibility to ensure that responses are received in their entirety, on time and at the required location.

B. If this request has a "Specification Offered" column opposite the specifications complete as follows:

In the "specification offered" column type in:

- a) "As specified"
- b) "Exceeds specifications" - Identify what exceeds the specification and why
- c) "Exception to specifications" -Again, identify the substitute and define its effect.

Be sure to return these pages with your pricing sheet(s).

C. A certified check or bid bond, *when required*, will be specified in the Invitation to Respond and must accompany your response in the amount indicated (if we haven't stipulated a bond in the Invitation which is the letter at the front of this RFR document, we don't need one). Certified checks will be returned to all unsuccessful Candidates upon the awarding of the contract.

If your response is not accompanied by a bond, certified check or proof that a valid bond has been obtained at the RFR opening it may be rejected.

If you manage a ***small business*** and have difficulty obtaining bonds (or just haven't done it before) help is available from the Small Business Administration (SBA) through "The Surety Bond Guarantee Program." One of the bonding companies working with this program is Suggs & Associates in Windsor, CT. For more information go to www.sba.gov, choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

D. The successful Candidate may be required to furnish a performance bond and payment bonds, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, to be added to the contract sum on the response form.

For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk. Banks must have a branch office in Connecticut with insurance provided by the FDIC.

Failure to follow these guidelines may be just cause for rejection of the response.

3.2 CORRECTION OR WITHDRAWAL OF RESPONSES, CANCELLATION OF AWARDS.

Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing if the accurate price can be derived from the bid response submitted prior to the bid deadline, before or after award, or cancellation of awards of Contracts or Purchase Orders based on such mistakes, shall be permitted with the approval, in writing, of the Procurement Manager.

3.3 QUANTITIES AND/OR USAGES: Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery points may vary. The City reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFR.

3.4 QUESTIONS & ADDENDA: Supplementary information, if issued, will be placed on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Candidates are responsible for obtaining all addenda related to this RFR. Candidates are advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

Questions related to this project must be received in writing 72 hours in advance of the response submittal deadline. We strongly recommend that prospective Candidates review specifications early in the solicitation process and submit all questions at one time. Written questions are to be sent to the buyer whose name appears on the invitation via email.

Responses shall be in writing, posted, in the form of an addendum on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

All communications related to this project are to be directed through the Department managing the RFR. This is the Department listed for receipt of responses in Section 1.0. In most cases this will be the Procurement Services Department. *Candidates found to be communicating with City or School staff outside of Procurement Services (or the Department indicated in Section 1.0) will have their response rejected.* The City of Hartford, the Public Schools, or its agents shall not be responsible for any oral instructions or interpretations given to a Candidate.

3.5 CRITERIA FOR AWARD: This Request for Response (RFR) does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

3.6 QUALIFICATIONS OF CANDIDATES OFFERING A RESPONSE: The City may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein. Each Candidate agrees to furnish the City any additional information requested.

If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive certification prior to award. This program is described in Sec. 2-559 of the Hartford Municipal Code and can be found at: <http://www.hartford.gov/purchasing/Documents.htm>. Qualified business, not currently certified, may obtain application forms from:

http://www.hartford.gov/human_relations/ohr2.0/MWBE%20Certification.htm.

3.7 THE REQUEST FOR RESPONSE (RFR) PROCESS: Solicitations are advertised as required by law. The City may also send invitations to businesses as it deems appropriate. Placement on a vendor list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Procurement Manager the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

3.8 CONTRACTING: The City reserves the right to require the successful Candidate to execute a contract in a format supplied by the City. The terms and conditions of the contract to be signed upon the award of the RFR will supersede any inconsistent provision of the RFR documents. If the Candidate receiving a full or partial award fails to execute a contract as required, they shall be liable for, and agree to pay, on demand, the difference between the price bid and the price for which such contract is subsequently re-awarded, including the administrative cost of reissuing the contract. These costs will be recovered through the bid bond, if submitted, and any remaining sums due will be paid by the Candidate.

The award of any contract is subject to the following conditions and contingencies:

- (1) The approval of such governmental agencies as may be required by law.
- (2) The appropriation of adequate funds by the proper agencies.
- (3) Compliance with all applicable laws, regulation, ordinances and codes of the United States, the State of Connecticut and the City of Hartford. Sections of Hartford's Code which are most often applicable such as Living Wage for services and Set-aside program for Small and Minority business enterprises are posted at: <http://www.hartford.gov/purchasing/documents.htm>. The entire City Code is available at off the City's Home page: <http://www.hartford.gov>.
- (4) The selected Candidate must be current in all tax or any other monetary obligation owed to the City of Hartford.
- (5) The selected Candidate must have a current EEO certification (see section 3.10) on file with the City.
- (6) If the Candidate is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

3.9 OBLIGATIONS OF THE CANDIDATE: At the time of the opening of proposals, each Candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project, item or service. A plea of mistake in the accepted response shall not be available to the Candidate for the recovery of the bid surety or as a defense to any action based upon an accepted response.

3.10 REQUIRED FORMS:

a) Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. **Certifications must be renewed annually.** If your firm is not currently certified you may complete the required forms on-line through Mercury Commerce.

Alternatively, you may download forms from: <http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.9785, fax 860.722.6486 or email: lmacruz@hartford.gov.

If your company employs four (4) or more people, please submit your EEO Policy Statement with your Response.

b) Taxpayer's Identification Number: Every respondent must provide their Taxpayer Identification Number on the response form. Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City.

3.11 SITE INSPECTION: Information contained in these documents is provided in good faith only that all Candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the Candidate. As information may be approximated or incomplete, Candidates should conduct a thorough inspection or study of existing conditions/equipment.

3.12 PARTICIPATION IN THE EMERGENCY RESPONSE PROGRAM: The City is a participant in the PREP (Procurement Response & Emergency Preparedness) program established by the National Institute of Government Purchasing (NIGP) and has agreed to provide aid to Norfolk, Virginia and other government agencies in the event of a declared emergency or disaster. Respondents are advised that the goods/services contracted for as a result of this solicitation may be called upon by member PREP entities at times of declared emergencies or disasters. Indicate on the Response Form if you agree to honor the terms and conditions of the resulting contract (with the exception of shipping) for the named PREP agency(ies) above. Shipping arrangements will be coordinated directly with the PREP Entity that has declared an emergency and will be F.O.B. Destination, Freight Prepaid.

3.13 RETAINAGE: When progress payments are being made for items being built or designed, the City may retain 5% of the total project cost until such time as a satisfactory guarantee bond, if required, is posted with the City, or other terms for retainage, as may be specified in the contract for this project, are met.

3.14 ACCEPTABLE BRANDS: The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and are not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the Provider.

Final determination as to what is an "or equal" product will be made by the Procurement Manager in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.15 SAMPLES: Samples are furnished free of charge and may be held for comparison with deliveries. Candidate must arrange for their return if desired.

Samples are assumed to meet, at a minimum, City specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the City.

3.16 RESPONSE DEVELOPMENT: Candidates are responsible for all costs and expenses incurred in the preparation of a response and for any subsequent work on the response that is required by the City of Hartford. Any submittal is the property of the City of Hartford and will not be returned.

3.17 REGISTERING WITH THE SECRETARY OF STATE: Generally a foreign (meaning out of State) corporation or LLC must file with the Secretary of State Office to do business in the state. Foreign Corporations should review Sect. 33-920 of the Connecticut General Statutes. If they do not find that the exemptions apply to them they must file a "Certificate of Authority."

Foreign LLC's are covered under Sections 34-222 to 34-236. If the exemptions (in 34-235) do not apply to them they must file a "Certification of Registration."

Companies may obtain forms and more information from the Secretary of the State web site located at: <http://www.sots.ct.gov/CommercialRecording/Crdindex.html>. Their number is 860.509.6002.

The State of Connecticut General Statutes can be found at: http://search.cga.state.ct.us/dtsearch_pub_statutes.html. Enter the section number with hyphen and in the "In Database(s)" window select "Statutes - Section text."

3.18 TIME PROVISIONS: The content of any response submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, the Contract may be renewed, expanded and extended at the option of the City in one (1) year increments for up to four (4) additional periods provided that the funds are available, approved by the City for this purpose and that the Provider has established a satisfactory performance record. Revisions in terms to be negotiated on award anniversaries.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Managing Authority reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

END OF SECTION

SECTION 4
TERMS AND CONDITIONS
FOR
PROFESSIONAL AND CONSULTING SERVICES

Rev. 061208, Doc. #1005

4.1. **SCOPE OF SERVICES:**

- a. As described in Section 2 – Project Specifications of the RFR and the Provider's response.

4.2. **TERM OF CONTRACT:** - Reserve

4.3. **COMPENSATION:** - Reserve

4.4. **MANAGEMENT:** - Reserve

4.5. **INTENT:** It is the intent of the Contract to secure the services of the Provider or a duly authorized and competent representative or representatives of the Provider acceptable to the City. Failure of the Provider for any reason to make the service of such a person or persons available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of the Contract. All persons engaged in the work required under the Contract shall be authorized or permitted under State law and the ordinances of the City to perform such services, as required by law.

4.6. **LEGAL STATUS:** If the Provider is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings. Evidence acceptable by Procurement Manager must, when required, be filed with the Procurement Manager before performance of contract is started.

4.7. **INSURANCE REQUIREMENTS:** A certificate of insurance must be presented to the City in order for the Contract to take effect. The certificate must name the City as an additional insured on the face of the document and must bear the original signature of an authorized Agent for the Producer. All policies must be written on a "per occurrence" basis. The Provider is responsible for the cost of maintaining such insurance throughout the duration of the project. Insurance requirements are detailed in document #1008, Miscellaneous Services Insurance Requirements located at <http://www.hartford.gov/purchasing/Documents.htm>

4.8. **TERMINATION:** The City may at any time, and for any reason, in its sole discretion, direct the discontinuance of the services and work contemplated under the Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of six (6) months, through no fault of the Provider, the parties may negotiate and adjustment in the fees payable hereunder due to a rise in the cost of performance. Stoppage of work under this article shall not give rise to any claim against the City.

The City may at any time and for any reason, with or without cause, in its sole discretion, terminate the Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Provider for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Provider, and shall be subject to audit by the City's Comptroller.

Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

4.9. **EQUIPMENT FURNISHED:** - Reserve

4.10. **ASSIGNMENT:** The Provider shall not assign or subcontract the Contract or any of the services to be performed by it hereunder without prior consent of the City in writing. The Provider shall be as fully responsible to the City for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The Provider shall require any subcontractor approved by the City to agree in its contract to observe and be bound by all obligations and conditions of the Contract to which Provider is bound.

4.11. **REJECTED WORK OR MATERIALS:** - Reserve

4.12. **DEFAULT:** Any of the following occurrences or acts shall constitute an Event of Default under the Contract:

If default shall be made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Contractor set forth in the Contract; or

If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of the Contract; or

If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law; or

If any competent authority shall have determined that the Contractor is in default of any federal, state or local tax obligation.

Pursuant to a Resolution passed by the Court of Common Council on September 12, 1983, default on the part of any outstanding debt owed to the City by the Contractor shall be considered just cause for termination of the Contract. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

4.13. **FORCE MAJEURE:** - Reserve

4.14. **INDEMNIFICATION:** Provider shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of the Contract against any such agent, officer or employee.

A. The Provider will indemnify the City for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the contract or in failure to comply with any provisions of the contract.

B. The Provider expressly agrees to at all times indemnify, defend and save harmless the City of Hartford and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, infringement of patent rights, litigation, financial costs and expenses, including counsel fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Provider, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Provider shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation, including costs and attorneys fees. The provisions of this paragraph shall survive the expiration or early termination of the Contract and shall not be limited by reason of any insurance coverage.

4.15. **CONFLICT OF INTEREST:** No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in the Contract, and the Provider covenants that no person having such interest shall be employed in the performance of the Contract.

4.16. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION:**

The Contractor agrees to abide by the provisions of Section 2-679 et seq. of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Contractor shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant

to the Contract. The Contractor agrees to abide by the terms and conditions contained in the City of Hartford's Bidder's EEO Report.

- 4.17. **PERFORMANCE EVALUATION:** The Provider understands that during the course of and at the conclusion of the work that the City will evaluate its overall performance. Based on information gathered from the Managing Authority, the Procurement Manager will assess factors including, but not limited to, quality of work or service, completion record, job supervision, working relationship with other providers, bills for extras, organization, cooperation, worksite cleanliness, and compliance with City ordinances including W/MBE requirements. The Provider further understands and agrees that this record will be available for public scrutiny both in the project file and on the City's web site for a minimum of two years. The Provider will not contest the Procurement Manager's decision, which will be final.
- 4.18. **APPLICABLE LAW:** The Provider shall comply with and the Contract shall be construed in accordance with the laws regulations, ordinances and codes of the United States, the State of Connecticut, the Charter and Regulations of the City of Hartford. Links to many of these laws and regulations are located at: <http://www.hartford.gov/purchasing/Documents.htm>.
- 4.19. **MEDIATION AND ARBITRATION:** In the event a dispute arises out of or relates to the Contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a single person selected by the parties. Any dispute arising in connection with the Contract, that is not resolved or settled through mediation as referenced above shall be settled by arbitration. The Provider and the City shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be held in Hartford, Connecticut.
- 4.20. **AMENDMENTS:** The City may, from time to time, request changes in the scope of services to be performed by the Provider hereunder. Any such change, including any increase or decrease in the amount of the Provider's compensation, which are mutually agreed upon by and between the City and the Provider, shall be incorporated in a written amendment to the Contract.
- 4.21. **CONFLICTING TERMS:** The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provisions of the bidding documents.
- 4.22. **CUMULATIVE REMEDIES:** All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.
- 4.23. **SUCCESSORS & ASSIGNS:** The City and the Provider each binds itself and its successors and assigns with respect to all covenants of the Contract. The Provider shall not assign or transfer any interest in the Contract without the prior written approval of the City.

INVALID PROVISIONS: If any provision of the Contract is held invalid, the balance of the provisions of the Contract shall not be affected thereby if the balance of the provisions of the Contract would then continue to conform to the requirements of applicable laws.

- 4.24. **NON-WAIVER**: Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce or to seek to enforce any of the provisions of the Contract.
- 4.25. **INDEPENDENT PROVIDER**: Provider, including its' employees, is an independent Provider and shall not be regarded as an employee or agent of the City.
- 4.26. **SUBCONTRACTORS**: - Reserve
- 4.27. **ESTABLISHMENT AND MAINTENANCE OF RECORDS**: The Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the City to the Provider under the Contract. The Provider agrees that all records with respect to all matters covered by the Contract shall be maintained during the term of the Contract, and for a minimum of three years following termination, including any renewal or extension.
- 4.28. **AUDITS**: At any time during normal business hours, and as often as may be deemed necessary, the Provider shall make available to the City, for examination, all records with respect to all matters covered by the Contract.
- 4.29. **REPORTS AND INFORMATION**: The Provider shall furnish the City with such information and reports concerning the progress and management of this work as may be required from time to time. The form of said reports shall be determined by the City consistent with the City's requirements.
- 4.30. **INSPECTION**: Reserve.
- 4.31. **SAFEGUARDING OF FUNDS**: Reserve.
- 4.32. **ADVERTISING**: Providers may not reference sales to the City of Hartford for advertising and promotional purposes without the prior approval of Procurement Services.
- 4.33. **LICENSES AND PERMITS**: The Provider certifies that for the duration of contract performance, he shall have and provide proof of permits and licenses as required by the City of Hartford Department of Code Enforcement and/or other City, State or Federal regulatory bodies as applicable.
- 4.34. **PATENT INFRINGEMENT**: Reserve.
- 4.35. **DELIVERY AND INVOICING**: City's order number must be shown on all packages, invoices and correspondence. I
- ☐ If services include the shipment of equipment, items or commodities -
 - ☐ Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
 - ☐ Delivery will be inside, FOB Hartford unless otherwise stated in the specifications.

PAYMENT: Payment will be made to the Provider within thirty (30) days after receipt by the City of acceptable invoice with appropriate supporting documentation. The

- 4.36. acceptance, by the Provider or by any person claiming under the Provider, of the final payment as approved by the Director of Finance shall operate as and be a release to the City from all claims of and liability to the Provider and to the Provider's representatives and assigns for anything done, furnished for or relating to the contract or for any act or omission of the City or of any person relating to or affecting the contract except such sums as may be retained by the City under the maintenance or guarantee provisions of the Contract. The City shall have the right, during the course of the Provider's services and for a period of two years after completion of the services, to examine Provider's records to verify all direct charges, expenses and disbursements made or incurred by Provider in connection with the services.
- 4.37. **NON-APPROPRIATION OF FUNDS:** It is assumed that City departments that enter into an Contract with the Provider have obtained approval, authority and funding to make the initial payment(s) during the current fiscal year. The department's ability to make subsequent payments may be contingent upon the appropriation of funds by the relevant government entity or legislative authorities of funds for this purpose. If such additional funds are not so appropriated either the Provider or the City may terminate the Contract as of the first day of the applicable subsequent fiscal year in which such funds were not made available. The City agrees not to effect such termination for the sole purpose of replacing the work product with an equivalent product supplied by others.
- 4.38. **TAXES:** The City is exempt from Connecticut Sales Tax under G.S. Sect. 12-412(A), Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.
- In accordance with Chapter 2, Section 2-548(a)(4) of the Municipal Code of the City of Hartford, the Provider must be current in all tax obligations to the City of Hartford. A Provider found to be delinquent in the payment of personal or real property taxes, or found to be the owner of an interest of twenty-five percent (25%) or more in a corporation that is delinquent in the payment of personal or real property taxes shall be required to submit a plan whereby the Provider will make current all arrearage of taxes. Such plan shall include a schedule of payments sufficient to make such Provider current within a time period satisfactory to the City's Operating Officer.
- 4.39. **WARRANTIES, GUARANTEES, & INSTRUCTIONS:** Reserve.
- 4.40. **OWNERSHIP OF PRINTED MATERIAL AND OTHER PRODUCTS:** The City of Hartford has sole and exclusive right and title to all printed material, art work and any other product produced for the City under contract. The original artwork and/or any plates or computer files used in preparing and completing the work shall be considered property of the City of Hartford whether supplied by or created for the City. All artwork and electronic files shall be returned with the completed job. The Provider shall not copyright any printed matter produced under the contract and shall be responsible for the safekeeping of all printing plates, returning them to the City upon request.
- 4.41. **SECURITY:** Reserve.
- 4.42. **HAZARDOUS WASTE:** Reserve
- 4.43. **NOTIFICATION:** Reserve

END OF SECTION